EXHIBIT C

NFLPA | NFL PLAYER BENEFITS
PENSION PLAN

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Via Federal Express

February 26, 2018

Mr. Tyrone Keys
5708 Clouds Peak Drive
Lutz, FL 33558

Re: Bert Bell/Pete Rozelle NFL Player Retirement Plan—Final Decision on Review

Dear Mr. Keys:

At its February 22, 2018 meeting, the Retirement Board of the Bert Bell/Pete Rozelle NFL Player Retirement Plan (the "Plan") considered your appeal from the Retirement Board's August 16, 2017 decision reclassifying and terminating your total and permanent disability ("T&P") benefits. We regret to inform you that the Retirement Board denied your appeal, largely for the same reasons explained to you in the August 20, 2017 letter.

Upon further review, the Retirement Board upheld its prior determination that (1) you intentionally omitted and misrepresented material facts surrounding your 2003 application for T&P benefits; (2) your omissions and misrepresentations subject you to a loss of benefits; (3) if you were entitled to T&P benefits at all, you should have received the Inactive/Inactive B category of T&P benefits, not Football Degenerative, resulting in an overpayment to you of $831,488.28, excluding interest; and (4) to partially recover this overpayment, your Plan T&P benefits would be terminated.

The Retirement Board's decision was unanimous; it was supported by the three Retirement Board members appointed by the NFL Management Council, and the three former Players appointed by the NFL Players Association.

This letter explains the Retirement Board's decision; it identifies the Plan provisions on which the decision was based; and it explains your legal rights.

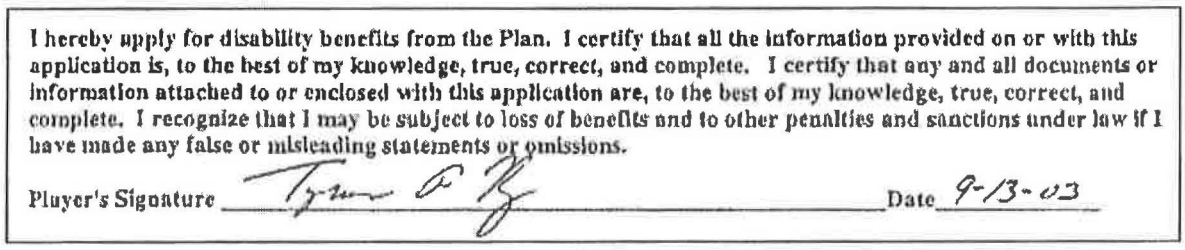
The Retirement Board made no decision on whether it should take additional steps to recover the overpayment to you. The Retirement Board reserves all rights in that regard. You will be notified if additional steps are taken.

Discussion

You know the extensive history surrounding your applications for T&P benefits and your request for a retroactive, Football Degenerative award, and so that history will not be restated here in its entirety. The central facts are these.

You applied for T&P benefits on September 13, 2003. At the time, the Plan provided Football Degenerative benefits to Players who were totally and permanently disabled by disabilities that arose "out of League football activities, and result[ed] in total and permanent disability before the later of (1) age 45, or (2) 12 years after the end of the Player's last Credited Season." (Plan Section 5.1(c), Amended and Restated as of 4/1/2001.) To obtain Football Degenerative T&P benefits, you therefore had to demonstrate that you had become totally and permanently disabled by impairments that arose out of League football activities by October 24, 2004.[1]

In your September 2003 application, you stated that you were totally and permanently disabled due to impairments to your cervical and lumbar spine, shoulder, and knees. In the application, you were asked to "Describe all accidents, injuries, or illnesses that did not result from NFL Football (***for example, auto accidents***) and that ***may have caused or contributed in any way*** to the above conditions" (emphasis added). You responded—in your own handwriting—that "All Injuries were the direct result of Pro Football unfortunately." You also signed a statement on that application confirming that all of the information you provided (including supporting documentation) was, to the best of your knowledge, true, correct, and complete. And you acknowledged that any false or misleading statements or omissions could subject you to loss of benefits and to other penalties and sanctions under the law.



I hereby apply for disability benefits from the Plan. I certify that all the information provided on or with this application is, to the best of my knowledge, true, correct, and complete. I certify that any and all documents or information attached to or enclosed with this application are, to the best of my knowledge, true, correct, and complete. I recognize that I may be subject to loss of benefits and to other penalties and sanctions under law if I have made any false or misleading statements or omissions.

Player's Signature _____ Date 9-13-03

Contrary to the instructions given to you and your certification that the September 2003 application for T&P benefits was true, accurate, and complete, the application **failed to disclose that you were involved in a car accident on May 7, 2002.** That is indisputable. It is also

[1] October 24, 2004 was the T&P deadline for you because March 31, 2002 was the date that was 12 years after the end of your last Credited Season (1989), and you turned 45 on October 24, 2004 (d/o/b October 24, 1959).

indisputable that you **failed to provide the Plan with a full copy of an August 1, 2003 report** from your physician, Dr. Chet Janecki, which stated that all of your disabilities—*i.e.*, the disabilities that formed the basis for your application for T&P benefits—were "the direct result of injuries that [you] sustained in [the May 7, 2002] motor vehicle accident...." And it is indisputable that, when you submitted chiropractic records which you said demonstrated your disabilities and documented the therapy necessary to treat them, you **never disclosed the true reason for that treatment:** the May 7, 2002 car accident.

At its February 22, 2018 meeting, the Retirement Board once again reviewed the record surrounding your claim(s) for benefits and your recent appeal of the Retirement Board's August 2017 reclassification/termination decision. The Retirement Board concluded that you intentionally failed to disclose the May 7, 2002 car accident in your application; you intentionally provided incomplete records in support of your application; and you intentionally misrepresented the facts and circumstances surrounding many of the records that you did submit with the application, all in an effort to obtain Plan T&P benefits.

Your failure to disclose was, in fact, intentional. The Retirement Board found that your attempts to paint your failure to disclose the May 7, 2002 car accident as an innocent oversight are belied by the record as a whole. That record—which has developed over many years and now spans thousands of pages of material—demonstrates that you, acting either alone or in concert with others, have consistently concealed or misrepresented the nature and extent of your impairments, the cause of your impairments, and your employment status not just to the Retirement Board, but to your insurance carriers and the Social Security Administration as well.

Prior letters sent by or on behalf of the Retirement Board have detailed the numerous inconsistencies and contradictions identified throughout the extensive record in this matter. They include (but are by no means limited to) the following.

- Of all the records that you chose to provide with your 2003 application, only Dr. Janecki's August 1, 2003 report is incomplete. The Retirement Board rejected Dr. Culverhouse's attempts to justify this omission. Clearly, you chose to withhold the complete report from the Plan because it established that your intractable neck pain, back pain, and knee pain—*i.e.*, the impairments underlying your application for T&P benefits—were "the direct result of injuries that [you] sustained in [the] motor vehicle accident...," and you believed the full report would have jeopardized your application. There is no other reasonable explanation for your decision to provide only one page of Dr. Janecki's August 1, 2003 report.

- When asked to reconcile Dr. Janecki's patently contradictory August 1 and September 4, 2003 reports, Dr. Culverhouse first explained that, in the August report (which you concealed from the Plan), Dr. Janecki falsely attributed your disability to the 2002 car accident to assist you in your efforts to claim insurance money. This explanation does not support your claim for T&P benefits; it only undermines Dr. Janecki's credibility, and yours along with it. More recently, Dr. Culverhouse changed gears entirely and explained that you believe the two contradictory reports are "compatible." The reports plainly are not compatible, but if you truly believed they were, it simply begs the question: Why did you not provide full copies of *both reports* with your 2003 application for T&P benefits?

- You have repeatedly provided contradictory information and explanations to the Plan and the Social Security Administration about your employment status.

  In your 2003 application for T&P benefits, you wrote (in your own handwriting) that you were then "unable to sit for more than 10 minutes without having to stand," and "unable to stand for no more than 5 minutes." You also wrote that you were "unable to complete a work day because of having to constant alternate between sitting or standing every few minutes to relieve the pain." Based on representations like these to the Plan and the Plan's neutral physicians, you were awarded Plan T&P benefits, and you continued to receive those benefits for years, under the theory that you were incapable of performing any occupation whatsoever.

  In contrast to your representations to the Plan, you represented to the Social Security Administration that you worked 6 hours a day from 1993 through 2009; that you routinely walked for 6 hours, stood for 5.5 hours, and sat for 6 hours during that timeframe; and that you frequently lifted 10 pounds and could lift 50 pounds in connection with the work you performed.[2]

  When the Retirement Board asked you to explain these and other, similar discrepancies, Dr. Culverhouse stated that an explanation was "irrelevant." That, however, is far from the case. Either you misrepresented your work capabilities to the Plan when it benefitted

[2] Over the years, you have also repeatedly submitted news articles and other materials that show you to be capable of a wide range of activities, contrary to the representations you made to the Plan in connection with your application for T&P benefits.

you to do so, or you misrepresented your work capabilities to the Social Security Administration when it benefitted you to do so. Both scenarios adversely impact your entitlement to Plan T&P benefits.[3]

Given your refusal to candidly respond to or even acknowledge the relevance of the Retirement Board's inquiries, the Retirement Board concluded that you have no good response. You defrauded the Plan, the Social Security Administration, or both.

- Your fraudulent conduct appears to predate your September 2003 application for T&P benefits. When you applied for and were awarded Plan line-of-duty benefits, you had an obligation to inform the Plan if you had received a workers' compensation award. The line-of-duty benefits you received from the Plan would be offset by a workers' compensation award.

  Fully aware of this obligation, you failed to disclose at least one workers' compensation award, leading the Plan to overpay you by at least $39,000. It appears you also failed to disclose your workers' compensation award(s) to the Social Security Administration.

Your failure to disclose was, in fact, material. The Retirement Board found that your failure to disclose the May 7, 2002 car accident deprived the Plan and its neutral physicians of material information relevant to your application for benefits. Even if your orthopedic impairments existed prior to the car accident, as Dr. Culverhouse argues, to be entitled to Football Degenerative benefits you had to show that League football activities proximately caused your total and permanent disability. The Retirement Board noted that the record is devoid of medical evidence showing that you were totally and permanently disabled by your orthopedic impairments prior to the May 7, 2002 car accident. This alone reasonably suggests that you would not have been totally and permanently disabled but for the car accident, and as such you would not have been entitled to Football Degenerative benefits. In any event, by concealing the fact of the accident from the Plan, you precluded the Plan's neutral physicians from properly evaluating the cause of your alleged total and permanent disability.[4]

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[3] In 2011, the Retirement Board terminated your T&P benefits after concluding that your income was incompatible with total and permanent disability. You reapplied for T&P benefits based on a Social Security award. At that time, a Player would be deemed to be totally and permanently disabled if he had received a Social Security award, unless the Retirement Board found that the Player had received Social Security benefits fraudulently.

[4] The Plan's neutral physician, Dr. Selesnick, later relied on Dr. Janecki's incomplete August 1, 2003 report and the contradictory September 4, 2003 report to conclude that you were totally and permanently disabled due to League football activities.

Because you knowingly concealed material information from the Plan in conjunction with your 2003 application, the Retirement Board determined that you are subject to the loss of the Football Degenerative benefits awarded to you under that application. Rather than strip you of T&P benefits entirely, however, the Retirement Board, in its discretion, determined that it was appropriate to retroactively reclassify your benefits to the Inactive/Inactive B category. That category was available to Players whose total and permanent disability arose from something other than League football activities or after the applicable age-45 or 12-year deadline. (Plan Section 5.1(d), Amended and Restated as of 4/1/2001.) Giving you the benefit of the doubt about your employment status and capabilities, and crediting the later findings of the Plan's neutral physicians about the extent of your disability (but not the initial cause of your total and permanent disability), the Retirement Board determined that the Inactive/Inactive B would have been the appropriate category for the T&P benefits that you were awarded in 2003.

After confirming its decision to reclassify your T&P benefits, the Retirement Board reaffirmed its decision to terminate your T&P benefits to recover the $831,488.28 (excluding interest) that you were overpaid while receiving Football Degenerative rather than Inactive T&P benefits.[5]

Ms. Culverhouse argued that the Plan's "Recovery of Certain Overpayments" provision cannot apply absent a conclusion that a Player submitted materially false information in support of an application for benefits. That is precisely what the Retirement Board has found in your case. Thus, under the express terms of the Plan, the Retirement Board may reduce your Inactive/Inactive B benefits (which are paid by the Retirement Plan) to recover the overpayment of benefits made by the NFL Player Supplemental Disability Plan,[6] and, pursuant to Plan Section 8.2(o), it may "[r]ecover any overpayment of benefits [by the Retirement Plan] through reduction or offset of future benefit payments or [any] other method chosen by the Retirement Board." Under the circumstances, the Retirement Board unanimously determined that it was appropriate to terminate your T&P benefits.

The Retirement Board considered and rejected Dr. Culverhouse's argument that the Plan's limitations provision, Plan Section 12.7, prevents it from "clawing back" overpayments made more than 42 months prior to its August 2017 decision. The limitations provision applies to legal actions initiated by Players against the Plan under section 502(a)(1)(B) of ERISA, 29 U.S.C. § 1132(a)(1)(B). It does not force the Plan to overlook prior overpayments. The Retirement Board

[5] In your appeal, Ms. Culverhouse did not take issue with the calculation of this overpayment, and so the Retirement Board did not reconsider that aspect of its prior decision.

[6] The NFL Player Supplemental Disability Plan provided a portion of the monthly Football Degenerative disability payments that you were awarded under the Retirement Plan.

has a fiduciary duty to do what is reasonably necessary to recover overpayments and protect the assets of the Plan. Terminating your T&P benefits is a prudent step toward recovering a portion of the Plan's overpayment to you.

Legal Rights

You should regard this letter as a final decision on review within the meaning of Section 503 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations issued thereunder by the Department of Labor. To obtain further review of this decision, you have the right to bring an action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended. Under Plan Section 12.7(a), you must file such an action within 42 months from the date of the Retirement Board's decision. Your deadline for bringing such an action therefore is August 22, 2021.

This letter identifies the Plan provisions that the Retirement Board relied upon in making its determination. Please note that the Plan provisions discussed in this letter are set forth in the "Relevant Plan Provisions" attachment. These are excerpts, however. You should consult the Plan Document for a full recitation of the relevant Plan terms. The Retirement Board did not rely on any other internal rules, guidelines, protocols, standards, or other similar criteria beyond the Plan provisions discussed herein.

You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits, including the governing Plan Document.

You may call the NFL Player Benefits Office if you have any questions.

Sincerely,

Michael B. Miller

Michael B. Miller
Plan Director
On behalf of the Retirement Board

Enclosures
cc: Dr. Gay Culverhouse

Relevant Plan Provisions

Plan Section 5.1 (Amended and Restated as of 4/1/2001) reads, in relevant part:

> Any Active Player or Vested Inactive Player (other than a Player who has no Credited Seasons after 1958) who is determined by the Retirement Board or the Disability Initial Claims Committee to be totally and permanently disabled, will receive a monthly total and permanent disability benefit. Such benefit will commence after the expiration of a six-month waiting period measured from the date of such total and permanent disability, except as provided in Section 5. 7. The amount of such monthly benefit will be equal to the sum of the Benefit Credits (excluding Benefit Credits for Credited Seasons prior to 1959) of the Player including, if applicable, the scheduled Benefit Credit, as provided in Section 1.10(c)(2), for the Plan Year in which such total and permanent disability occurs. This amount may be increased as provided in subsections (a) through (e) below....
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> (a) (Active Football). The monthly total and permanent disability benefit will be no less than $4,000 if the disability(ies) results from League football activities, arises while the Player is an Active Player, and causes the Player to be totally and permanently disabled "shortly after" the disability(ies) first arises.
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> (b) (Active Nonfootball). The monthly total and permanent disability benefit will be no Jess than $4,000 if the disability(ies) does not result from League football activities, but does arise while the Player is an Active Player and does cause the Player to be totally and permanently disabled "shortly after" the disability(ies) first arises.
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> (c) (Football Degenerative). The monthly total and permanent disability benefit will be no less than $4,000 if the disability(ies) arises out of League football activities, and results in total and permanent disability before the later of (1) age 45, or (2) 12 years after the end of the Players last Credited Season.
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> (d) (Inactive). The monthly total and permanent disability benefit will be no less than $1,500 if (1) the total and permanent disability arises from other than League football activities while the Player is a Vested Inactive Player, or (2) the disability(ies) arises out of League football activities, and results in total and permanent disability after the later of (i) age 45, or (ii) 12 years after the end of the Player's last Credited Season. The minimum benefits provided under this Section 5.1 (d) will be offset by any disability benefits provided by an employer other than the League or an Employer, but will not be offset by worker's compensation.

Plan Section 5.2 (Amended and Restated as of 4/1/2001) reads, in relevant part:

> Determination of Disability. An Active Player or a Vested Inactive Player, other than a Player who has reached his Normal Retirement Date or begun receiving his monthly pension under Article 4, will be deemed to be totally and permanently disabled if the Retirement Board or the Disability Initial Claims Committee finds that he has become totally disabled to the extent that he is substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit, but expressly excluding any disability suffered while in the military service of any country. A Player will not be considered to be able to engage in any occupation or employment for remuneration or profit within the meaning of this Section 5.2 merely because such person is employed by the League or an Employer, manages personal or family investments, is employed by or associated with a charitable organization, or is employed out of benevolence.

Plan Section 8.2 (Amended and Restated as of 4/1/2001) reads, in relevant part:

> Authority of the Retirement Board. The Retirement Board will be the "named fiduciary" of the Plan within the meaning of section 402(a)(2) of ERISA and will be responsible for implementing and administering the Plan, subject to the terms of the Plan and Trust. The Retirement Board will have full and absolute discretion, authority and power to interpret, control, implement and manage the Plan and the Trust. Such authority includes, but is not limited to, the power to:
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> ...
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> (b) Decide claims for benefits (except that initial claims for disability benefits will be decided by the Disability Initial Claims Committee, and that the Retirement Board will abide by the provisions of Section 8.3);
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> ...
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> (n) Recover any overpayment of benefits through reduction or offset of future benefit payments or other method chosen by the Retirement Board.

Plan Section 8.9 (Amended and Restated as of 4/1/2001) reads:

> Discretionary Acts. Benefits under this Plan will be paid only if the Disability Initial Claims Committee, or the Retirement Board, or its designee, decides in its discretion that the applicant is entitled to them. In exercising their discretionary powers under the Plan and Trust, the Retirement Board and the Disability Initial Claims Committee will have the broadest discretion permissible under ERISA and any other applicable laws, and their decisions will be binding upon all persons affected thereby.

Plan Section 11.12 (Amended and Restated as of 4/1/2001) reads:

> Recovery of Certain Overpayments. If false information submitted by or on behalf of a Player causes the Player to receive amounts under the NFL Player Supplemental Disability Plan ("Disability Plan") to which such Player is not entitled, any future disability benefits payable to the Player or his beneficiary (including a Dependent or alternate payee) under Articles 5 or 6 will be reduced by the amount of the overpayment from the Disability Plan, plus interest at the rate of 6% per year.

Plan Section 8.2 (Amended and Restated as of 4/1/2014) states, in relevant part:

> Authority. The Retirement Board will be the "named fiduciary" of the Plan within the meaning of ERISA section 402(a)(2), and will be responsible for implementing and administering the Plan, subject to the terms of the Plan and Trust. The Retirement Board will have full and absolute discretion, authority and power to interpret, control, implement, and manage the Plan and the Trust. Such authority includes, but is not limited to, the power to:
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> ...
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> (c) Decide claims for benefits (except that initial claims for disability benefits under this Plan will be decided by the Disability Initial Claims Committee, and that the Retirement Board will abide by the provisions of Section 8.3);
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> ...
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> (o) Recover any overpayment of benefits through reduction or offset of future benefit payments or other method chosen by the Retirement Board.

Plan Section 8.9 (Amended and Restated as of 4/1/2014) states:

> Discretionary Acts. Benefits under this Plan will be paid only if the Disability Initial Claims Committee, or the Retirement Board, or a designee of either, decides in its discretion that the applicant is entitled to them. In exercising their discretionary powers under the Plan and Trust, the Retirement Board and the Disability Initial Claims Committee will have the broadest discretion permissible under ERISA and any other applicable laws, and their decisions will be binding upon all persons affected thereby. In deciding claims for benefits under this Plan, the Retirement Board and Disability Initial Claims Committee will consider all information in the Player's administrative record, and shall have full and absolute discretion to determine the relative weight to give such information.

Plan Section 12.7 (Amended and Restated as of 4/1/2014) states, in relevant part:

> (a) Adverse Determinations. No suit or legal action with respect to an adverse determination may be commenced more than forty-two months from the date of the final decision on the claim for benefits (including the decision on review).

Plan Section 12.12 (Amended and Restated as of 4/1/2014) states:

> Recovery of Certain Overpayments. If false information submitted by or on behalf of a Player causes the Player to receive amounts under the Disability Plan to which such Player is not entitled, any future disability benefits payable to the Player or his beneficiary (including a Dependent or alternate payee) under Articles 5 or 6 of the Plan will be reduced by the amount of the overpayment from the Disability Plan, plus an interest rate of 6% per year.